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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

BLANTON BANKS, II,

Plaintiff,

v.

TRANS UNION LLC, EQUIFAX
INFORMATION SERVICES LLC,
EXPERIAN INFORMATION SOLUTIONS
INC., FIRST PREMIER BANK, US AUTO
CREDIT PURCHASE, I.Q. DATA
INTERNATIONAL INC., AD ASTRA
RECOVERY SERVICES INC., WELLS
FARGO BANK, KAPS & CO USA LLC,
TBOM/TOTAL CARD, I.C. SYSTEM INC.,
ASSET RECOVERY SOLUTIONS LLC,
and AARGON AGENCY INC.,

Defendants.

Case No. 2:21-cv-01580-CDS-VCF

**DEFENDANT TRANS UNION LLC'S
ANSWER AND DEFENSES TO
PLAINTIFF'S FIRST AMENDED
COMPLAINT**

COMES NOW, Defendant Trans Union LLC ("Trans Union), and files its Answer and
Defenses to Plaintiff Blanton Banks, III's First Amended Complaint ("Complaint"). The

1 paragraph numbers below correspond to the paragraph numbers contained in the Complaint to
2 the extent possible.

3 1. Trans Union admits that Plaintiff has asserted claims against it for violations
4 pursuant to the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, the Fair Debt
5 Collections Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*, and Plaintiff’s Consumer
6 Rights. Trans Union denies the remaining allegations contained in paragraph 1 of the
7 Complaint.

8 2. Trans Union admits that Plaintiff is a natural person. Trans Union is without
9 information or knowledge sufficient to form a belief as to the truth of the remaining allegations
10 contained in paragraph 2 of the Complaint and, therefore, denies same.

11 3. Trans Union denies the allegations contained in paragraph 3 of the Complaint.

12 4. Trans Union is without information or knowledge sufficient to form a belief as to
13 the truth of the allegations contained in paragraph 4 of the Complaint and, therefore, denies
14 same.

15 5. Trans Union is without information or knowledge sufficient to form a belief as to
16 the truth of the allegations contained in paragraph 5 of the Complaint and, therefore, denies
17 same.

18 6. Trans Union is without information or knowledge sufficient to form a belief as to
19 the truth of the allegations contained in paragraph 6 of the Complaint and, therefore, denies
20 same.

21 7. Trans Union is without information or knowledge sufficient to form a belief as to
22 the truth of the allegations contained in paragraph 7 of the Complaint and, therefore, denies
23 same.

24 8. Trans Union is without information or knowledge sufficient to form a belief as to
25 the truth of the allegations contained in paragraph 8 of the Complaint and, therefore, denies
26 same.

1 9. Trans Union is without information or knowledge sufficient to form a belief as to
2 the truth of the allegations contained in paragraph 9 of the Complaint and, therefore, denies
3 same.

4 10. Trans Union is without information or knowledge sufficient to form a belief as to
5 the truth of the allegations contained in paragraph 10 of the Complaint and, therefore, denies
6 same.

7 11. Trans Union is without information or knowledge sufficient to form a belief as to
8 the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies
9 same.

10 12. Trans Union is without information or knowledge sufficient to form a belief as to
11 the truth of the allegations contained in paragraph 12 of the Complaint and, therefore, denies
12 same.

13 13. Trans Union is without information or knowledge sufficient to form a belief as to
14 the truth of the allegations contained in paragraph 13 of the Complaint and, therefore, denies
15 same.

16 14. Trans Union is without information or knowledge sufficient to form a belief as to
17 the truth of the allegations contained in paragraph 14 of the Complaint and, therefore, denies
18 same.

19 15. Trans Union admits that on July 20, 2020, it received correspondence from
20 Plaintiff, via certified mail, and enclosed documents. Trans Union is without information or
21 knowledge sufficient to form a belief as to the truth of the remaining allegations contained in
22 paragraph 15 of the Complaint and, therefore, denies same.

23 16. Trans Union is without information or knowledge sufficient to form a belief as to
24 the truth of the allegations contained in paragraph 16 of the Complaint and, therefore, denies
25 same.

26 17. Trans Union admits that on September 2, 2020, it received correspondence from
27 Plaintiff. Trans Union is without information or knowledge sufficient to form a belief as to the
28

1 truth of the remaining allegations contained in paragraph 17 of the Complaint and, therefore,
2 denies same.

3 18. Trans Union admits that on September 2, 2020, Trans Union's investigations
4 results, along with and a copy of Plaintiff's Trans Union credit disclosure, was sent to Plaintiff.
5 Trans Union is without information or knowledge sufficient to form a belief as to the truth of
6 the remaining allegations contained in paragraph 18 of the Complaint and, therefore, denies
7 same.

8 19. Trans Union admits that on September 7, 2020, Trans Union sent a letter to
9 Plaintiff regarding status of his recently submitted correspondence. Trans Union denies the
10 remaining allegations contained in paragraph 19 of the Complaint.

11 20. Trans Union admits that on October 2, 2020, it received correspondence from
12 Plaintiff.

13 21. Trans Union admits that on October 5, 2020, Trans Union sent a letter to Plaintiff
14 regarding status of his recently submitted correspondence. Trans Union denies the remaining
15 allegations contained in paragraph 21 of the Complaint.

16 22. Trans Union admits that on November 19, 2020, it received a telephone call from
17 Plaintiff requesting a phone recording of the August 12, 2020, phone call.

18 23. Trans Union denies the allegations contained in paragraph 23 of the Complaint.

19 24. Trans Union is without information or knowledge sufficient to form a belief as to
20 the truth of the allegations contained in paragraph 24 of the Complaint and, therefore, denies
21 same.

22 25. Trans Union denies the allegations contained in paragraph 25 of the Complaint.

23 26. Trans Union denies the allegations contained in paragraph 26 of the Complaint.

24 27. Trans Union is without information or knowledge sufficient to form a belief as to
25 the truth of the allegations contained in paragraph 27 of the Complaint and, therefore, denies
26 same.

1 28. Trans Union is without information or knowledge sufficient to form a belief as to
2 the truth of the allegations contained in paragraph 28 of the Complaint and, therefore, denies
3 same.

4 29. Trans Union is without information or knowledge sufficient to form a belief as to
5 the truth of the allegations contained in paragraph 29 of the Complaint and, therefore, denies
6 same.

7 30. Trans Union is without information or knowledge sufficient to form a belief as to
8 the truth of the allegations contained in paragraph 30 of the Complaint and, therefore, denies
9 same.

10 31. Trans Union is without information or knowledge sufficient to form a belief as to
11 the truth of the allegations contained in paragraph 31 of the Complaint and, therefore, denies
12 same.

13 32. Trans Union is without information or knowledge sufficient to form a belief as to
14 the truth of the allegations contained in paragraph 32 of the Complaint and, therefore, denies
15 same.

16 33. Trans Union is without information or knowledge sufficient to form a belief as to
17 the truth of the allegations contained in paragraph 33 of the Complaint and, therefore, denies
18 same.

19 34. Trans Union is without information or knowledge sufficient to form a belief as to
20 the truth of the allegations contained in paragraph 34 of the Complaint and, therefore, denies
21 same.

22 35. Trans Union is without information or knowledge sufficient to form a belief as to
23 the truth of the allegations contained in paragraph 35 of the Complaint and, therefore, denies
24 same.

25 36. Trans Union is without information or knowledge sufficient to form a belief as to
26 the truth of the allegations contained in paragraph 36 of the Complaint and, therefore, denies
27 same.

1 37. Trans Union is without information or knowledge sufficient to form a belief as to
2 the truth of the allegations contained in paragraph 37 of the Complaint and, therefore, denies
3 same.

4 38. Trans Union is without information or knowledge sufficient to form a belief as to
5 the truth of the allegations contained in paragraph 38 of the Complaint and, therefore, denies
6 same.

7 39. Trans Union is without information or knowledge sufficient to form a belief as to
8 the truth of the allegations contained in paragraph 39 of the Complaint and, therefore, denies
9 same.

10 40. Trans Union is without information or knowledge sufficient to form a belief as to
11 the truth of the allegations contained in paragraph 40 of the Complaint and, therefore, denies
12 same.

13 41. Trans Union is without information or knowledge sufficient to form a belief as to
14 the truth of the allegations contained in paragraph 41 of the Complaint and, therefore, denies
15 same.

16 42. Trans Union is without information or knowledge sufficient to form a belief as to
17 the truth of the allegations contained in paragraph 42 of the Complaint and, therefore, denies
18 same.

19 43. Trans Union is without information or knowledge sufficient to form a belief as to
20 the truth of the allegations contained in paragraph 43 of the Complaint and, therefore, denies
21 same.

22 44. Trans Union is without information or knowledge sufficient to form a belief as to
23 the truth of the allegations contained in paragraph 44 of the Complaint and, therefore, denies
24 same.

25 45. Trans Union is without information or knowledge sufficient to form a belief as to
26 the truth of the allegations contained in paragraph 45 of the Complaint and, therefore, denies
27 same.

1 46. Trans Union is without information or knowledge sufficient to form a belief as to
2 the truth of the allegations contained in paragraph 46 of the Complaint and, therefore, denies
3 same.

4 47. Trans Union is without information or knowledge sufficient to form a belief as to
5 the truth of the allegations contained in paragraph 47 of the Complaint and, therefore, denies
6 same.

7 48. Trans Union is without information or knowledge sufficient to form a belief as to
8 the truth of the allegations contained in paragraph 48 of the Complaint and, therefore, denies
9 same.

10 49. Trans Union is without information or knowledge sufficient to form a belief as to
11 the truth of the allegations contained in paragraph 49 of the Complaint and, therefore, denies
12 same.

13 50. Trans Union is without information or knowledge sufficient to form a belief as to
14 the truth of the allegations contained in paragraph 50 of the Complaint and, therefore, denies
15 same.

16 51. Trans Union is without information or knowledge sufficient to form a belief as to
17 the truth of the allegations contained in paragraph 51 of the Complaint and, therefore, denies
18 same.

19 52. Trans Union is without information or knowledge sufficient to form a belief as to
20 the truth of the allegations contained in paragraph 52 of the Complaint and, therefore, denies
21 same.

22 53. Trans Union is without information or knowledge sufficient to form a belief as to
23 the truth of the allegations contained in paragraph 53 of the Complaint and, therefore, denies
24 same.

25 54. Trans Union is without information or knowledge sufficient to form a belief as to
26 the truth of the allegations contained in paragraph 54 of the Complaint and, therefore, denies
27 same.
28

1 55. Trans Union is without information or knowledge sufficient to form a belief as to
2 the truth of the allegations contained in paragraph 55 of the Complaint and, therefore, denies
3 same.

4 56. Trans Union is without information or knowledge sufficient to form a belief as to
5 the truth of the allegations contained in paragraph 56 of the Complaint and, therefore, denies
6 same.

7 57. Trans Union is without information or knowledge sufficient to form a belief as to
8 the truth of the allegations contained in paragraph 57 of the Complaint and, therefore, denies
9 same.

10 58. Trans Union is without information or knowledge sufficient to form a belief as to
11 the truth of the allegations contained in paragraph 58 of the Complaint and, therefore, denies
12 same.

13 59. Trans Union is without information or knowledge sufficient to form a belief as to
14 the truth of the allegations contained in paragraph 59 of the Complaint and, therefore, denies
15 same.

16 60. Trans Union is without information or knowledge sufficient to form a belief as to
17 the truth of the allegations contained in paragraph 60 of the Complaint and, therefore, denies
18 same.

19 61. Trans Union is without information or knowledge sufficient to form a belief as to
20 the truth of the allegations contained in paragraph 61 of the Complaint and, therefore, denies
21 same.

22 62. Trans Union is without information or knowledge sufficient to form a belief as to
23 the truth of the allegations contained in paragraph 62 of the Complaint and, therefore, denies
24 same.

25 63. Trans Union is without information or knowledge sufficient to form a belief as to
26 the truth of the allegations contained in paragraph 63 of the Complaint and, therefore, denies
27 same.

64. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint and, therefore, denies same.

FIRST CLAIM FOR RELIEF

65. Trans Union restates and incorporates its responses to paragraphs 1 through 64 above as though fully stated herein.

66. Trans Union denies the allegations contained in paragraph 66 of the Complaint, including all subparts.

67. Trans Union denies the allegations contained in paragraph 67 of the Complaint.

68. Trans Union denies the allegations contained in paragraph 68 of the Complaint.

69. Trans Union denies the allegations contained in paragraph 69 of the Complaint.

SECOND CLAIM FOR RELIEF

70. Trans Union restates and incorporates its responses to paragraphs 1 through 69 above as though fully stated herein.

71. Trans Union denies the allegations contained in paragraph 71 of the Complaint, including all subparts.

72. Trans Union denies the allegations contained in paragraph 72 of the Complaint.

73. Trans Union denies the allegations contained in paragraph 73 of the Complaint.

THIRD CLAIM FOR RELIEF

74. Trans Union restates and incorporates its responses to paragraphs 1 through 73 above as though fully stated herein.

75. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint and, therefore, denies same.

76. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of the Complaint and, therefore, denies same.

77. Trans Union denies the allegations contained in paragraph 77 of the Complaint.

1 78. Trans Union denies the allegations contained in paragraph 78 of the Complaint.

2 **FOURTH CLAIM FOR RELIEF**

3 79. Trans Union restates and incorporates its responses to paragraphs 1 through 78
4 above as though fully stated herein.

5 80. Trans Union is without information or knowledge sufficient to form a belief as to
6 the truth of the allegations contained in paragraph 80 of the Complaint and, therefore, denies
7 same.

8 81. Trans Union is without information or knowledge sufficient to form a belief as to
9 the truth of the allegations contained in paragraph 81 of the Complaint and, therefore, denies
10 same.

11 82. Trans Union denies the allegations contained in paragraph 82 of the Complaint.

12 **PRAYER FOR RELIEF**

13 Trans Union denies the allegations contained in the Prayer for Relief paragraph of the
14 Complaint.

15 **DEFENSES**

16 83. At all relevant times, Trans Union maintained and followed reasonable
17 procedures to avoid violations of the FCRA and assure maximum possible accuracy of the
18 information concerning Plaintiff in preparing consumer reports related to Plaintiff.

19 84. Any alleged damages to Plaintiff, which Trans Union continues to deny, are the
20 result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and
21 for whom Trans Union has no responsibility.

22 85. Trans Union, in compliance with the FCRA, reasonably and completely
23 reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

24 86. Trans Union at all times acted in compliance with the FCRA.

25 87. Plaintiff failed to mitigate his alleged damages.

26 88. Plaintiff's claims for exemplary or punitive damages and the FCRA damage
27 model violate the Due Process Clause of the Fourteenth Amendment and the laws of the State of
28 Nevada.

89. In the event that a settlement is reached between Plaintiff and any other party, Defendant Trans Union is entitled to any settlement credits permitted by law.

90. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superseding cause.

91. Plaintiff lacks standing to assert the claims alleged in this action against Trans Union.

92. In the interest of justice, Trans Union may seek to transfer this matter pursuant to 28 U.S.C. § 1404, as this Court is not the most convenient venue for the parties and witnesses.

93. Plaintiff's claim for declaratory relief is not authorized, provided for, or allowed under the FCRA.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the Court deems just.

DATED: August 8, 2023

SKANE MILLS LLP

/s/ Sarai L. Thornton

By:

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 8, 2023, I sent via e-mail a true and correct copy of the above and foregoing **DEFENDANT TRANS UNION LLC'S ANSWER AND DEFENSES TO PLAINTIFF'S FIRST AMENDED COMPLAINT**, through the CM/ECF system of the United States District Court for the District of Nevada (or, if necessary, by U.S. Mail, first class, postage pre-paid), upon the following:

/s/ Yesenia Lopez-Lutes

An employee of SKANE MILLS LLP

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